UNITED STATES OF AMERICA BEFORE THE NATIONAL LABOR RELATIONS BOARD

EAST-WEST UNIVERSITY, INC.

and

Cases 13-CA-072703 13-CA-074637

UNITED ADJUNCT FACULTY ASSOCIATION AT EAST-WEST UNIVERSITY, IEA-NEA

DECISION AND ORDER

Statement of the Cases

On August 17, 2012, East-West University, Inc. (the Respondent) and the Acting General Counsel of the National Labor Relations Board entered into a Formal Settlement Stipulation, subject to the Board's approval, providing for the entry of a consent order by the Board and a consent judgment by any appropriate United States Court of Appeals.¹ The parties waived all further and other proceedings before the Board to which they may be entitled under the National Labor Relations Act, as amended, and the Board's Rules and Regulations, and the Respondent waived its right to contest the entry of a consent judgment or to receive further notice of the application therefor.

The Formal Settlement Stipulation is approved and made a part of the record, and the proceeding is transferred to and continued before the Board in Washington, D.C., for the entry of a Decision and Order pursuant to the provisions of the Formal Settlement Stipulation.

Based on the Formal Settlement Stipulation and the entire record, the Board makes the following:

Findings of Fact

1. The Respondent's business

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¹ United Adjunct Faculty Association at East-West University, IEA-NEA, the Union, objected to the formal Settlement Stipulation on the grounds that it did not provide full backpay to discriminatee Elvert Howard or require that the Respondent read the Notice to employees to the Unit employees. The Union did not file a brief in opposition to the settlement stipulation with the Board. However, we have carefully considered the Union's position and we find that the formal settlement stipulation comports with the policies of the Act.

At all material times, the Respondent, with an office and place of business in Chicago, Illinois, herein called the Respondent's facility, has been engaged in the business of providing higher education.

During the past calendar year, a representative period, the Respondent, in conducting its business operations described above, derived gross revenues, excluding contributions which, because of limitation by the grantor, are not available for operating expenses, in excess of \$1 million.

During the past calendar year, a representative period, the Respondent purchased and received goods and materials valued in excess of \$5,000 directly from points located outside the State of Illinois.

At all material times, the Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

2. The labor organization involved

At all material times, the United Adjunct Faculty Association at East-West University, IEA-NEA, the Union, has been a labor organization within the meaning of Section 2(5) of the Act.

ORDER

Based on the above findings of fact, the Formal Settlement Stipulation, and the entire record, and pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board orders that the Respondent, East-West University, Inc., located at 816 S. Michigan Ave., Chicago, Illinois, its officers, agents, successors, and assigns shall

1. Cease and desist from

- (a) Refusing to consider Elvert Howard for an available teaching position in the Business Department and reducing his hours of work by failing to assign him teaching positions in the Business Department or engaging in any other manner of discrimination in regard to the hire or tenure of employment or any other term or condition of employment of Elvert Howard, in order to discourage membership in the United Adjunct Faculty Association at East-West University, IEA-NEA (the Union), and to discourage employees from participating in the investigation and litigation of unfair labor practice charges.
- (b) Restricting adjunct faculties' access to the facility and taking away their keys when not assigned a class to teach at the University for unlawful discriminatory reasons, including union activity.

- (c) Failing and refusing to provide information requested by the Union that is relevant to the Union's performance as the exclusive collective-bargaining representative of the bargaining Unit.
- (d) Refusing to bargain collectively with the Union as the exclusive bargaining representative of the Unit concerning when class assignments should be announced for the next semester for adjunct professors in the Behavioral Sciences Department.
- (e) Making unilateral changes without bargaining with the Union as the exclusive bargaining representative of the Unit.
- (f) In any other manner interfering with the exercise of rights under Section 7 of the Act.
- 2. Take the following affirmative action necessary to effectuate the policies of the Act.
- (a) Within the next academic school year following the date of the Board's Order, consider Elvert Howard for future teaching opportunities in a non-discriminatory manner.
- (b) Make whole the following employee for any loss of pay he may have suffered by reason of the alleged discrimination against him, by payment to him in the amount set forth opposite his name:

Elvert Howard	\$1,360.00
Compounded Interest as of the date of settlement	\$ 14.00
	\$1,374.00

- (c) Upon request, bargain collectively with the Union as the exclusive collective-bargaining representative of all regular part-time faculty employees employed by the Employer at its facility presently located at 816 S. Michigan Avenue, Chicago, Illinois; excluding, all full-time faculty, non-teaching staff, office clerical employees, professional employees, managerial employees, guards and supervisors as defined in the Act.
- (d) Bargain with the Union concerning when class assignments for the next quarter are announced to adjunct faculty.
- (e) Bargain with the Union concerning adjunct faculty being able to retain their faculty keys and access the Employer's property when not assigned a class to teach at the University.
- (f) Provide the Union with the following information it requested on December 20, 2011 and February 1, 2012, without the necessity of the Union making a new request:

- (i) An updated roster list with each adjunct faculty member's name, address, department, campus e-mail and campus/home phone number.
- (ii) Any policy concerning turning in keys by faculty and access to the property.
- (g) Within 14 days of service by the Region, post at 816 S. Michigan Avenue, Chicago, Illinois, copies of the attached notice marked as Exhibit 7. Copies of the notice, on forms provided by Region 13, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places, including its main office/faculty lounge and all other places where notices to employees are customarily posted. The Respondent will also email a copy of the signed notice to all Unit employees who work at the facility located at 816 S. Michigan Ave., Chicago, Illinois. The Respondent will take reasonable steps to ensure that the notices are not altered, defaced, or covered by any other material.
- (h) Mail to the Regional Director for Region 13, signed copies of said notice as directed by the Regional Director's designee.
- (i) Post a copy of the Notice on its intranet and keep it continuously posted there for 60 consecutive days from the date it was originally posted. The Respondent will send an e-mail to the Region's Compliance Officer at Thomas.porter@nlrb.gov with a link to the electronic posting location on the same day as the posting. If passwords or other log-on information are required to access the electronic posting, the Respondent agrees to provide such access information to the Region's Compliance Officer.
- (i) E-mail a copy of the signed Notice to all adjunct faculty who work at 816 S. Michigan Avenue, Chicago, Illinois. The Union will also forward a copy of that e-mail to the Region's Compliance Officer.
- (k) Notify the Regional Director, in writing, within 21 days from the date of this Order, what steps the Respondent has taken to comply herewith.

Dated, Washington, D.C., December 19, 2012.

Mark Gaston Pearce,	Chairman
Richard F. Griffin, Jr.,	Member
Sharon Block,	Member
NATIONAL LABOR DELATIONS BOARD	

(SEAL)

NATIONAL LABOR RELATIONS BOARD

APPENDIX

NOTICE TO EMPLOYEES POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD An Agency of the United States Government

PURSUANT TO A STIPULATION PROVIDING FOR A BOARD ORDER AND A CONSENT JUDGMENT OF ANY APPROPRIATE UNITED STATES COURT OF APPEALS

FEDERAL LAW GIVES YOU THE RIGHT TO:

Form, join, or assist a union; Choose a representative to bargain with employers on your behalf; Act together with other employees for your benefit and protection;

Choose not to engage in any of these protected activities.

WE WILL NOT refuse to consider Elvert Howard for an available teaching position in the Business Department and reduce his hours of work by failing to assign him teaching positions in the Business Department or engage in any other manner of discrimination in regard to the hire or tenure of employment or any other term or condition of employment of Elvert Howard in order to discourage membership in the United Adjunct Faculty Association at East-West University, IEA-NEA (Union) and to discourage employees from participating in the investigation and litigation of unfair labor practice charges.

WE WILL NOT restrict adjunct faculties' access to the facility and take away their keys when not assigned a class to teach at the University for unlawful discriminatory reasons, including union activity.

WE WILL NOT fail and refuse to provide information requested by the Union that is relevant to the Union's performance as the exclusive collective-bargaining representative of the Unit.

WE WILL NOT refuse to bargain collectively with the Union as the exclusive bargaining representative of the Unit when class assignments should be announced for the next quarter for adjunct professors in the Behavioral Sciences Department.

WE WILL NOT make unilateral changes without bargaining with the Union as the exclusive bargaining representative of the Unit.

WE WILL NOT in any other manner interfere with you exercising your rights under Section 7 of the Act.

WE WILL, within the next academic school year following the date of the Board's Order, consider Elvert Howard for future teaching opportunities in a non-discriminatory manner.

WE WILL make Elvert Howard whole for any loss of pay he may have suffered by reason of the alleged discrimination against him, with interest.

WE WILL, upon request, bargain collectively with the Union as the exclusive representative of the Unit.

WE WILL bargain with the Union concerning when class assignments for the next quarter are announced to adjunct faculty.

WE WILL bargain with the Union concerning adjunct faculty being able to retain their keys and access the Employer's property when not assigned a class to teach at the University.

WE WILL provide the Union with the following information it requested on December 20, 2011 and February 1, 2012, without the necessity of the Union to make a new request: the course name and list of credential requirements for each class taught by adjunct faculty members; an updated roster list with each adjunct faculty member's name, address, department, campus e-mail and campus/home phone numbers; and, any policy concerning turning in keys by faculty and accessing the Employer's property.

	EAST-WEST UNIVERSITY, INC.
	(Employer)
Dated:	Ву:
	(Representative) (Title)